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| <b>UNITED STATES BANKRUPTCY COURT</b>  | <b>EASTERN DISTRICT OF<br/>MICHIGAN, SOUTHERN<br/>DIVISION</b>  | <b>ADMINISTRATIVE<br/>EXPENSE CLAIM<br/>REQUEST</b> |
| <b>Name of Debtor:</b> City of Detroit, Michigan   | <b>Case Number:</b> 13-53846  | THIS SPACE IS FOR<br>COURT USE ONLY                 |
| <b>Name of Creditor</b> (The person or other entity to whom the debtor owes money or property):<br>Iron Mountain Information Management, LLC   | <input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.<br><br><input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.<br><br><input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court. |   |
| <b>Name and Address Where Notices Should be Sent:</b><br><br>Joseph P. Corrigan, Esq.<br>Iron Mountain Information Management, LLC<br>745 Atlantic Avenue, 10 <sup>th</sup> Floor<br>Boston, MA 02111<br>Tel. 617.535.4744 Fax 617.451.0409<br>joseph.corrigan@ironmountain.com  |   |   |
| <b>Account or other number by which creditor identifies debtor:</b> See Addendum A   | Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated _____  |   |
| <b>1. Basis For Claim</b><br><div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Goods sold<br/> <input checked="" type="checkbox"/> Services performed (<b>post-petition</b>)<br/> <input type="checkbox"/> Money loaned<br/> <input type="checkbox"/> Personal injury/wrongful death<br/> <input type="checkbox"/> Taxes         </div> <div style="width: 45%;"> <input type="checkbox"/> Other<br/> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)<br/> <input type="checkbox"/> Wages, salaries, and compensation (Fill out below)<br/>           Last four digits of social security number: _____<br/>           Unpaid compensation for services performed from _____ to _____         </div> </div>  |   |   |
| <b>2. Date Debt Was Incurred:</b> 7/2013 – 1/2015  | <b>3. If Court Judgment, Date Obtained:</b>   |   |
| <b>4. Total Amount Of Administrative Priority Claim:</b> \$134,508.32<br><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.  |   |   |
| <div style="display: flex;"> <div style="width: 48%; padding-right: 5px;"> <b>5. Secured Claim</b><br/> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff).<br/>           Brief Description of Collateral:<br/> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle<br/> <input type="checkbox"/> Other _____<br/>           Value of Collateral \$ _____<br/><br/>           Amount of arrearage and other charges <u>at time case filed</u> included in secured claim, if any \$ _____         </div> <div style="width: 48%; padding-left: 5px;"> <b>7. Unsecured Priority Claim</b><br/> <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____. Specify the priority of the claim:<br/> <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)*, earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 USC § 507(a)(3)<br/> <input type="checkbox"/> Contributions to an employee benefit plan - 11 USC § 507(a)(4)<br/> <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)<br/> <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).<br/> <input type="checkbox"/> Taxes or penalties owed to gov't units - 11 U.S.C. 507(a)(8).<br/> <input type="checkbox"/> Other - specify applicable paragraph of 11 U.S.C. § 507(a)_____<br/> <i>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i> </div> </div> |   |   |
| <b>6. Unsecured Nonpriority Claim</b> \$ _____<br><input type="checkbox"/> Check this box if a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.   |   | THIS SPACE IS FOR<br>COURT USE ONLY                 |
| <b>7. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.<br><b>8. Supporting Documents:</b> <u>Attach copies of supporting documents</u> such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.<br><b>9. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped self-addressed envelope and copy of this proof of claim.   |   |   |
| Date: 1/26/15  | Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):<br><div style="text-align: center;"> <b>Joseph Corrigan</b><br/> <b>Corporate Counsel</b> </div>   |   |

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571.

## **ADDENDUM A**

### **Applicable City of Detroit Iron Mountain Account Numbers:**

- i. 03141.0DM237
- ii. 03141.0DN445
- iii. 03141.0L177D
- iv. 03141.0L287D
- v. 03141.0DMAGM
- vi. 03141.0DM382
- vii. 03141.0DM581
- viii. 03141.0DM384
- ix. 03141.0DT443
- x. 03141.0DM387
- xi. 03141.0L167D
- xii. 03141.0L165D
- xiii. 22123.090710
- xiv. 22123.001826

## **ADDENDUM B**

### **Administrative Expense Claim Request** **Iron Mountain Information Management, LLC**

Iron Mountain Information Management, LLC (“Iron Mountain”) asserts that the amounts set forth herein (including any amounts that may no longer be contingent going forward or may be liquidated in the future) are administrative expense claims under 11 U.S.C. § 503(b). Iron Mountain is entitled to such claims by virtue of its post-petition storage of vital records of the Debtor and by virtue of the post-petition use and occupancy of Iron Mountain’s facilities by the Debtor’s records.

Outstanding post-petition amounts for storage and services (including interest) through January 26, 2015 equal \$134,508.32. A listing of these amounts due is attached hereto. As the Debtor should already be in possession of actual invoices, and also due to their voluminous nature, Iron Mountain has not submitted same in connection with this request. However, copies of individual invoices are available upon request.

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|---|---------------------|
| <b>TOTAL ADMINISTRATIVE EXPENSE CLAIM REQUEST</b> | <b>\$134,508.32</b> |
|---|---------------------|

Iron Mountain continues to provide post-petition information and storage services relating to vital company records of the Debtor. Thus, Iron Mountain also asserts a contingent and unliquidated administrative expense claim for any future storage and other charges, including interest on past-due post-petition amounts, attorneys’ fees and expenses and collection costs. Furthermore, Iron Mountain reserves the right to increase the rate for any services provided to the Debtor after the date of filing this claim.

Additionally, it is noted that the Debtor has indicated that it will assume an unspecified number of Iron Mountain’s contracts, and in connection therewith, fulfill its attendant cure obligations pursuant to Section 365 of the Bankruptcy Code. However, while the parties have been in communication with respect to this issue, as of the filing of this request, the City has not specified which contracts are intended to constitute the proposed assumption. Consequently, Iron Mountain lacks sufficient information to determine whether the amounts set forth herein constitute a portion of cure amounts owed pursuant to Section 365, or administrative expense pursuant to 11 U.S.C. § 503(b)(1). This Request is being filed in an abundance of caution to the extent that any contract(s) underlying amounts set forth herein are not deemed to have been assumed under the Plan.

Iron Mountain reserves the right to amend this Administrative Expense Claim Request as necessary with the passage of time to liquidate any unliquidated amounts set forth herein or reflect additional sums to be owed or any applicable credits or duplicated information, and further reserves the right to assert and amend additional claims against the Debtor, including, but not limited to, pre-petition claims, rights of set-off and other claims or rights that have arisen or may arise in the future. Iron Mountain further reserves any rights and claims it had or may have against third parties concerning the transactions and occurrences which gave rise to the instant claim. By filing this Administrative Expense Claim Request, Iron Mountain does not waive any other claims that it has filed or may file in the Debtor’s bankruptcy case.

**DETROIT POLICE-HOMICIDE**  
**03141.0DM237**

| Transaction Date | Number  | Class      | Original    | Interest Accrued | Invoice Balance | Total Balance Due |
|------------------|---------|------------|-------------|------------------|-----------------|-------------------|
| 30-Apr-11        | 9553642 | Debit Memo | \$ 1,525.91 | \$ 396.74        | \$ 1,525.91     | \$ 1,922.65       |
| 30-Apr-11        | 9553676 | Debit Memo | \$ 30.24    | \$ 7.86          | \$ 30.24        | \$ 38.10          |
| 30-Apr-11        | 9553674 | Debit Memo | \$ 12.10    | \$ 3.15          | \$ 12.10        | \$ 15.25          |
| 30-Apr-11        | 9553681 | Debit Memo | \$ 179.32   | \$ 46.62         | \$ 179.32       | \$ 225.94         |
| 31-May-11        | 9553685 | Debit Memo | \$ 12.10    | \$ 3.03          | \$ 12.10        | \$ 15.13          |
| 31-May-11        | 9553683 | Debit Memo | \$ 1,585.08 | \$ 388.81        | \$ 1,555.23     | \$ 1,944.04       |
| 31-May-11        | 9553687 | Debit Memo | \$ 30.24    | \$ 7.56          | \$ 30.24        | \$ 37.80          |
| 31-May-11        | 9553691 | Debit Memo | \$ 179.32   | \$ 44.83         | \$ 179.32       | \$ 224.15         |
| 30-Jun-11        | 9553696 | Debit Memo | \$ 13.39    | \$ 3.21          | \$ 13.39        | \$ 16.60          |
| 30-Jun-11        | 9553698 | Debit Memo | \$ 33.48    | \$ 8.04          | \$ 33.48        | \$ 41.52          |
| 30-Jun-11        | 9553694 | Debit Memo | \$ 1,733.08 | \$ 415.94        | \$ 1,733.08     | \$ 2,149.02       |
| 31-Jul-11        | 9553708 | Debit Memo | \$ 13.39    | \$ 3.08          | \$ 13.39        | \$ 16.47          |
| 31-Jul-11        | 9553716 | Debit Memo | \$ 198.54   | \$ 45.66         | \$ 198.54       | \$ 244.20         |
| 31-Jul-11        | 9553710 | Debit Memo | \$ 33.48    | \$ 7.70          | \$ 33.48        | \$ 41.18          |
| 31-Jul-11        | 9553704 | Debit Memo | \$ 1,688.40 | \$ 388.33        | \$ 1,688.40     | \$ 2,076.73       |
| 31-Aug-11        | 9553718 | Debit Memo | \$ 1,734.30 | \$ 381.55        | \$ 1,734.30     | \$ 2,115.85       |
| 31-Aug-11        | 9553720 | Debit Memo | \$ 13.39    | \$ 2.95          | \$ 13.39        | \$ 16.34          |
| 31-Aug-11        | 9553732 | Debit Memo | \$ 198.54   | \$ 43.68         | \$ 198.54       | \$ 242.22         |
| 31-Aug-11        | 9553728 | Debit Memo | \$ 33.48    | \$ 7.37          | \$ 33.48        | \$ 40.85          |
| 30-Sep-11        | 9553742 | Debit Memo | \$ 198.54   | \$ 41.69         | \$ 198.54       | \$ 240.23         |
| 30-Sep-11        | 9553738 | Debit Memo | \$ 33.48    | \$ 7.03          | \$ 33.48        | \$ 40.51          |
| 30-Sep-11        | 9553736 | Debit Memo | \$ 13.39    | \$ 2.81          | \$ 13.39        | \$ 16.20          |
| 30-Sep-11        | 9553734 | Debit Memo | \$ 1,694.52 | \$ 355.85        | \$ 1,694.52     | \$ 2,050.37       |
| 31-Oct-11        | 9553756 | Debit Memo | \$ 198.54   | \$ 39.71         | \$ 198.54       | \$ 238.25         |
| 31-Oct-11        | 9553746 | Debit Memo | \$ 13.39    | \$ 2.68          | \$ 13.39        | \$ 16.07          |
| 31-Oct-11        | 9553744 | Debit Memo | \$ 1,705.16 | \$ 341.03        | \$ 1,705.16     | \$ 2,046.19       |
| 31-Oct-11        | 9553748 | Debit Memo | \$ 33.48    | \$ 6.70          | \$ 33.48        | \$ 40.18          |
| 30-Nov-11        | 9553761 | Debit Memo | \$ 13.39    | \$ 2.54          | \$ 13.39        | \$ 15.93          |
| 30-Nov-11        | 9553768 | Debit Memo | \$ 198.54   | \$ 37.72         | \$ 198.54       | \$ 236.26         |
| 30-Nov-11        | 9553764 | Debit Memo | \$ 33.48    | \$ 6.36          | \$ 33.48        | \$ 39.84          |
| 30-Nov-11        | 9553759 | Debit Memo | \$ 1,710.37 | \$ 324.97        | \$ 1,710.37     | \$ 2,035.34       |
| 29-Feb-12        | 9553799 | Debit Memo | \$ 1,725.12 | \$ 205.23        | \$ 1,282.70     | \$ 1,487.93       |
| 31-Mar-12        | 9553813 | Debit Memo | \$ 33.48    | \$ 5.02          | \$ 33.48        | \$ 38.50          |
| 31-Mar-12        | 9553818 | Debit Memo | \$ 198.54   | \$ 29.78         | \$ 198.54       | \$ 228.32         |
| 31-Mar-12        | 9553811 | Debit Memo | \$ 13.39    | \$ 2.01          | \$ 13.39        | \$ 15.40          |
| 31-Mar-12        | 9553809 | Debit Memo | \$ 1,691.46 | \$ 253.72        | \$ 1,691.46     | \$ 1,945.18       |
| 30-Apr-12        | 9553825 | Debit Memo | \$ 33.48    | \$ 4.69          | \$ 33.48        | \$ 38.17          |
| 30-Apr-12        | 9553820 | Debit Memo | \$ 1,703.70 | \$ 238.52        | \$ 1,703.70     | \$ 1,942.22       |
| 30-Apr-12        | 9553822 | Debit Memo | \$ 13.39    | \$ 1.87          | \$ 13.39        | \$ 15.26          |
| 31-May-12        | 9553831 | Debit Memo | \$ 1,852.98 | \$ 240.89        | \$ 1,852.98     | \$ 2,093.87       |
| 30-Jun-12        | 9553842 | Debit Memo | \$ 2,507.20 | \$ 300.86        | \$ 2,507.20     | \$ 2,808.06       |
| 31-Jul-12        | 9553853 | Debit Memo | \$ 1,875.99 | \$ 206.36        | \$ 1,875.99     | \$ 2,082.35       |
| 31-Aug-12        | FUF8819 | Invoice    | \$ 37.20    | \$ 3.72          | \$ 37.20        | \$ 40.92          |
| 31-Aug-12        | FUF8821 | Invoice    | \$ 220.60   | \$ 22.06         | \$ 220.60       | \$ 242.66         |
| 31-Aug-12        | FUF8818 | Invoice    | \$ 14.88    | \$ 1.49          | \$ 14.88        | \$ 16.37          |
| 31-Aug-12        | FUF8817 | Invoice    | \$ 2,017.89 | \$ 201.79        | \$ 2,017.89     | \$ 2,219.68       |
| 31-Aug-12        | FUF8820 | Invoice    | \$ 20.46    | \$ 2.05          | \$ 20.46        | \$ 22.51          |
| 31-Oct-12        | FZZ9102 | Invoice    | \$ 14.88    | \$ 1.19          | \$ 14.88        | \$ 16.07          |
| 31-Oct-12        | FZZ9105 | Invoice    | \$ 220.60   | \$ 17.65         | \$ 220.60       | \$ 238.25         |
| 31-Oct-12        | FZZ9104 | Invoice    | \$ 20.46    | \$ 1.64          | \$ 20.46        | \$ 22.10          |
| 31-Oct-12        | FZZ9103 | Invoice    | \$ 37.20    | \$ 2.98          | \$ 37.20        | \$ 40.18          |
| 31-Oct-12        | FZZ9101 | Invoice    | \$ 1,890.42 | \$ 151.23        | \$ 1,890.42     | \$ 2,041.65       |
| 31-Mar-13        | GUV4241 | Invoice    | \$ 37.20    | \$ 1.12          | \$ 37.20        | \$ 38.32          |
| 31-Mar-13        | GUV4240 | Invoice    | \$ 14.88    | \$ 0.45          | \$ 14.88        | \$ 15.33          |
| 31-Mar-13        | GUV4239 | Invoice    | \$ 1,922.04 | \$ 57.66         | \$ 1,922.04     | \$ 1,979.70       |

|           |         |         |    |          |    |       |    |          |    |          |
|-----------|---------|---------|----|----------|----|-------|----|----------|----|----------|
| 31-Mar-13 | GUV4243 | Invoice | \$ | 220.60   | \$ | 6.62  | \$ | 220.60   | \$ | 227.22   |
| 31-Mar-13 | GUV4242 | Invoice | \$ | 20.46    | \$ | 0.61  | \$ | 20.46    | \$ | 21.07    |
| 30-Apr-13 | GZT6548 | Invoice | \$ | 266.72   | \$ | 5.33  | \$ | 266.72   | \$ | 272.05   |
| 30-Apr-13 | GZT6547 | Invoice | \$ | 22.28    | \$ | 0.45  | \$ | 22.28    | \$ | 22.73    |
| 30-Apr-13 | GZT6544 | Invoice | \$ | 2,421.32 | \$ | 48.43 | \$ | 2,421.32 | \$ | 2,469.75 |
| 30-Apr-13 | GZT6545 | Invoice | \$ | 18.38    | \$ | 0.37  | \$ | 18.38    | \$ | 18.75    |
| 30-Apr-13 | GZT6546 | Invoice | \$ | 45.80    | \$ | 0.92  | \$ | 45.80    | \$ | 46.72    |
| 31-May-13 | HDC8064 | Invoice | \$ | 45.00    | \$ | 0.45  | \$ | 45.00    | \$ | 45.45    |
| 31-May-13 | HDC8065 | Invoice | \$ | 22.54    | \$ | 0.20  | \$ | 20.46    | \$ | 20.66    |
| 31-May-13 | HDC8063 | Invoice | \$ | 18.06    | \$ | 0.15  | \$ | 14.88    | \$ | 15.03    |
| 31-May-13 | HDC8066 | Invoice | \$ | 262.04   | \$ | 2.21  | \$ | 220.60   | \$ | 222.81   |
| 30-Jun-13 | HGK8269 | Invoice | \$ | 47.14    | \$ | -     | \$ | 47.14    | \$ | 47.14    |
| 30-Jun-13 | HGK8271 | Invoice | \$ | 274.77   | \$ | -     | \$ | 274.77   | \$ | 274.77   |
| 30-Jun-13 | HGK8267 | Invoice | \$ | 2,481.53 | \$ | -     | \$ | 2,481.53 | \$ | 2,481.53 |
| 30-Jun-13 | HGK8270 | Invoice | \$ | 23.73    | \$ | -     | \$ | 23.73    | \$ | 23.73    |
| 30-Jun-13 | HGK8268 | Invoice | \$ | 18.92    | \$ | -     | \$ | 18.92    | \$ | 18.92    |

|                           |  |  |           |                  |           |                 |           |                  |           |                  |
|---------------------------|--|--|-----------|------------------|-----------|-----------------|-----------|------------------|-----------|------------------|
| <b>TOTAL PRE-PETITION</b> |  |  | <b>\$</b> | <b>39,420.79</b> | <b>\$</b> | <b>5,394.88</b> | <b>\$</b> | <b>38,901.82</b> | <b>\$</b> | <b>44,296.70</b> |
|---------------------------|--|--|-----------|------------------|-----------|-----------------|-----------|------------------|-----------|------------------|

|           |         |         |    |          |    |        |    |          |    |          |
|-----------|---------|---------|----|----------|----|--------|----|----------|----|----------|
| 31-Jul-13 | HLK5151 | Invoice | \$ | 2,505.36 | \$ | 425.91 | \$ | 2,505.36 | \$ | 2,931.27 |
| 31-Jul-13 | HLK5152 | Invoice | \$ | 19.11    | \$ | 3.25   | \$ | 19.11    | \$ | 22.36    |
| 31-Jul-13 | HLK5153 | Invoice | \$ | 47.70    | \$ | 8.11   | \$ | 47.70    | \$ | 55.81    |
| 31-Jul-13 | HLK5154 | Invoice | \$ | 23.99    | \$ | 4.08   | \$ | 23.99    | \$ | 28.07    |
| 31-Jul-13 | HLK5155 | Invoice | \$ | 277.53   | \$ | 47.18  | \$ | 277.53   | \$ | 324.71   |
| 31-Aug-13 | HMT8856 | Invoice | \$ | 2,545.01 | \$ | 91.00  | \$ | 568.76   | \$ | 659.76   |
| 31-Aug-13 | HMT8860 | Invoice | \$ | 280.41   | \$ | 7.97   | \$ | 49.84    | \$ | 57.81    |
| 30-Sep-13 | HTR0862 | Invoice | \$ | 1,985.61 | \$ | 3.68   | \$ | 24.51    | \$ | 28.19    |
| 30-Sep-13 | HTR0864 | Invoice | \$ | 38.88    | \$ | 5.83   | \$ | 38.88    | \$ | 44.71    |
| 31-Oct-13 | HXL2266 | Invoice | \$ | 2,040.61 | \$ | 285.69 | \$ | 2,040.61 | \$ | 2,326.30 |
| 31-Oct-13 | HXL2267 | Invoice | \$ | 15.55    | \$ | 2.18   | \$ | 15.55    | \$ | 17.73    |
| 31-Oct-13 | HXL2269 | Invoice | \$ | 21.93    | \$ | 3.07   | \$ | 21.93    | \$ | 25.00    |
| 31-Oct-13 | HXL2270 | Invoice | \$ | 236.33   | \$ | 33.09  | \$ | 236.33   | \$ | 269.42   |
| 30-Nov-13 | JAP3019 | Invoice | \$ | 2,097.50 | \$ | 9.58   | \$ | 73.72    | \$ | 83.30    |
| 30-Nov-13 | JAP3021 | Invoice | \$ | 40.35    | \$ | 5.25   | \$ | 40.35    | \$ | 45.60    |
| 30-Nov-13 | JAP3022 | Invoice | \$ | 22.20    | \$ | 2.89   | \$ | 22.20    | \$ | 25.09    |
| 31-Dec-13 | JXA3468 | Invoice | \$ | 2,299.62 | \$ | 11.83  | \$ | 98.61    | \$ | 110.44   |
| 31-Dec-13 | JXA3469 | Invoice | \$ | 16.31    | \$ | 0.09   | \$ | 0.76     | \$ | 0.85     |
| 31-Dec-13 | JXA3470 | Invoice | \$ | 40.84    | \$ | 4.90   | \$ | 40.84    | \$ | 45.74    |
| 31-Dec-13 | JXA3471 | Invoice | \$ | 22.47    | \$ | 0.13   | \$ | 1.08     | \$ | 1.21     |
| 31-Dec-13 | JXA3472 | Invoice | \$ | 242.09   | \$ | 1.38   | \$ | 11.52    | \$ | 12.90    |
| 31-Jan-14 | JZZ6144 | Invoice | \$ | 2,376.53 | \$ | 13.63  | \$ | 123.91   | \$ | 137.54   |
| 31-Jan-14 | JZZ6145 | Invoice | \$ | 16.50    | \$ | 0.10   | \$ | 0.95     | \$ | 1.05     |
| 31-Jan-14 | JZZ6146 | Invoice | \$ | 41.33    | \$ | 4.55   | \$ | 41.33    | \$ | 45.88    |
| 31-Jan-14 | JZZ6147 | Invoice | \$ | 22.74    | \$ | 0.15   | \$ | 1.35     | \$ | 1.50     |
| 31-Jan-14 | JZZ6148 | Invoice | \$ | 244.97   | \$ | 1.58   | \$ | 14.40    | \$ | 15.98    |
| 28-Feb-14 | KCE3041 | Invoice | \$ | 3,229.53 | \$ | 322.95 | \$ | 3,229.53 | \$ | 3,552.48 |
| 28-Feb-14 | KCE3042 | Invoice | \$ | 16.69    | \$ | 1.67   | \$ | 16.69    | \$ | 18.36    |
| 28-Feb-14 | KCE3043 | Invoice | \$ | 41.82    | \$ | 4.18   | \$ | 41.82    | \$ | 46.00    |
| 28-Feb-14 | KCE3044 | Invoice | \$ | 23.01    | \$ | 2.30   | \$ | 23.01    | \$ | 25.31    |
| 28-Feb-14 | KCE3045 | Invoice | \$ | 247.85   | \$ | 24.79  | \$ | 247.85   | \$ | 272.64   |
| 31-Mar-14 | KES0213 | Invoice | \$ | 2,284.75 | \$ | 205.63 | \$ | 2,284.75 | \$ | 2,490.38 |
| 31-Mar-14 | KES0214 | Invoice | \$ | 16.88    | \$ | 1.52   | \$ | 16.88    | \$ | 18.40    |
| 31-Mar-14 | KES0215 | Invoice | \$ | 42.31    | \$ | 3.81   | \$ | 42.31    | \$ | 46.12    |
| 31-Mar-14 | KES0216 | Invoice | \$ | 23.28    | \$ | 2.10   | \$ | 23.28    | \$ | 25.38    |
| 31-Mar-14 | KES0217 | Invoice | \$ | 250.73   | \$ | 22.57  | \$ | 250.73   | \$ | 273.30   |
| 30-Apr-14 | KHU3192 | Invoice | \$ | 2,328.39 | \$ | 186.27 | \$ | 2,328.39 | \$ | 2,514.66 |
| 30-Apr-14 | KHU3193 | Invoice | \$ | 16.50    | \$ | 0.08   | \$ | 0.95     | \$ | 1.03     |
| 30-Apr-14 | KHU3194 | Invoice | \$ | 41.82    | \$ | 3.35   | \$ | 41.82    | \$ | 45.17    |
| 30-Apr-14 | KHU3195 | Invoice | \$ | 23.01    | \$ | 0.13   | \$ | 1.62     | \$ | 1.75     |
| 30-Apr-14 | KHU3196 | Invoice | \$ | 247.85   | \$ | 1.38   | \$ | 17.28    | \$ | 18.66    |
| 31-May-14 | KKN1409 | Invoice | \$ | 2,563.37 | \$ | 179.44 | \$ | 2,563.37 | \$ | 2,742.81 |
| 31-May-14 | KKN1410 | Invoice | \$ | 16.50    | \$ | 0.07   | \$ | 0.95     | \$ | 1.02     |

|           |         |         |    |          |    |        |    |          |    |          |
|-----------|---------|---------|----|----------|----|--------|----|----------|----|----------|
| 31-May-14 | KKN1411 | Invoice | \$ | 802.30   | \$ | 0.24   | \$ | 3.43     | \$ | 3.67     |
| 31-May-14 | KKN1412 | Invoice | \$ | 22.74    | \$ | 0.09   | \$ | 1.35     | \$ | 1.44     |
| 31-May-14 | KKN1413 | Invoice | \$ | 244.97   | \$ | 1.01   | \$ | 14.40    | \$ | 15.41    |
| 30-Jun-14 | KLX1519 | Invoice | \$ | 2,201.95 | \$ | 132.12 | \$ | 2,201.95 | \$ | 2,334.07 |
| 30-Jun-14 | KLX1520 | Invoice | \$ | 16.69    | \$ | 0.07   | \$ | 1.14     | \$ | 1.21     |
| 30-Jun-14 | KLX1521 | Invoice | \$ | 42.80    | \$ | 0.24   | \$ | 3.92     | \$ | 4.16     |
| 30-Jun-14 | KLX1522 | Invoice | \$ | 23.01    | \$ | 0.10   | \$ | 1.62     | \$ | 1.72     |
| 30-Jun-14 | KLX1523 | Invoice | \$ | 328.71   | \$ | 1.04   | \$ | 17.28    | \$ | 18.32    |
| 31-Jul-14 | KNU7040 | Invoice | \$ | 2,633.81 | \$ | 131.69 | \$ | 2,633.81 | \$ | 2,765.50 |
| 31-Jul-14 | KNU7041 | Invoice | \$ | 16.88    | \$ | 0.07   | \$ | 1.33     | \$ | 1.40     |
| 31-Jul-14 | KNU7042 | Invoice | \$ | 52.79    | \$ | 2.64   | \$ | 52.79    | \$ | 55.43    |
| 31-Jul-14 | KNU7043 | Invoice | \$ | 23.28    | \$ | 0.09   | \$ | 1.89     | \$ | 1.98     |
| 31-Jul-14 | KNU7044 | Invoice | \$ | 250.72   | \$ | 1.01   | \$ | 20.16    | \$ | 21.17    |
| 31-Aug-14 | KSJ5646 | Invoice | \$ | 2,384.35 | \$ | 95.37  | \$ | 2,384.35 | \$ | 2,479.72 |
| 31-Aug-14 | KSJ5647 | Invoice | \$ | 16.69    | \$ | 0.05   | \$ | 1.14     | \$ | 1.19     |
| 31-Aug-14 | KSJ5648 | Invoice | \$ | 53.28    | \$ | 2.13   | \$ | 53.28    | \$ | 55.41    |
| 31-Aug-14 | KSJ5649 | Invoice | \$ | 23.01    | \$ | 0.06   | \$ | 1.62     | \$ | 1.68     |
| 31-Aug-14 | KSJ5650 | Invoice | \$ | 248.85   | \$ | 0.73   | \$ | 18.29    | \$ | 19.02    |
| 30-Sep-14 | KUK4303 | Invoice | \$ | 2,275.87 | \$ | 68.28  | \$ | 2,275.87 | \$ | 2,344.15 |
| 30-Sep-14 | KUK4304 | Invoice | \$ | 16.69    | \$ | 0.50   | \$ | 16.69    | \$ | 17.19    |
| 30-Sep-14 | KUK4305 | Invoice | \$ | 53.77    | \$ | 1.61   | \$ | 53.77    | \$ | 55.38    |
| 30-Sep-14 | KUK4306 | Invoice | \$ | 23.01    | \$ | 0.69   | \$ | 23.01    | \$ | 23.70    |
| 30-Sep-14 | KUK4307 | Invoice | \$ | 251.73   | \$ | 7.55   | \$ | 251.73   | \$ | 259.28   |
| 31-Oct-14 | KWM7591 | Invoice | \$ | 2,527.51 | \$ | 50.55  | \$ | 2,527.51 | \$ | 2,578.06 |
| 31-Oct-14 | KWM7592 | Invoice | \$ | 16.69    | \$ | 0.02   | \$ | 1.14     | \$ | 1.16     |
| 31-Oct-14 | KWM7593 | Invoice | \$ | 53.77    | \$ | 1.08   | \$ | 53.77    | \$ | 54.85    |
| 31-Oct-14 | KWM7594 | Invoice | \$ | 23.01    | \$ | 0.03   | \$ | 1.62     | \$ | 1.65     |
| 31-Oct-14 | KWM7595 | Invoice | \$ | 251.73   | \$ | 0.42   | \$ | 21.17    | \$ | 21.59    |
| 30-Nov-14 | KYP1628 | Invoice | \$ | 2,467.01 | \$ | 24.67  | \$ | 2,467.01 | \$ | 2,491.68 |
| 30-Nov-14 | KYP1629 | Invoice | \$ | 16.88    | \$ | 0.17   | \$ | 16.88    | \$ | 17.05    |
| 30-Nov-14 | KYP1630 | Invoice | \$ | 54.26    | \$ | 0.54   | \$ | 54.26    | \$ | 54.80    |
| 30-Nov-14 | KYP1631 | Invoice | \$ | 23.28    | \$ | 0.23   | \$ | 23.28    | \$ | 23.51    |
| 30-Nov-14 | KYP1632 | Invoice | \$ | 254.61   | \$ | 2.55   | \$ | 254.61   | \$ | 257.16   |
| 31-Dec-14 | LAN5358 | Invoice | \$ | 2,485.70 | \$ | -      | \$ | 2,485.70 | \$ | 2,485.70 |
| 31-Dec-14 | LAN5359 | Invoice | \$ | 16.69    | \$ | -      | \$ | 16.69    | \$ | 16.69    |
| 31-Dec-14 | LAN5360 | Invoice | \$ | 44.76    | \$ | -      | \$ | 44.76    | \$ | 44.76    |
| 31-Dec-14 | LAN5361 | Invoice | \$ | 23.28    | \$ | -      | \$ | 23.28    | \$ | 23.28    |
| 31-Dec-14 | LAN5362 | Invoice | \$ | 247.84   | \$ | -      | \$ | 247.84   | \$ | 247.84   |

|                            |           |                  |           |                 |           |                  |           |                  |
|----------------------------|-----------|------------------|-----------|-----------------|-----------|------------------|-----------|------------------|
| <b>TOTAL POST-PETITION</b> | <b>\$</b> | <b>49,450.68</b> | <b>\$</b> | <b>2,466.95</b> | <b>\$</b> | <b>35,746.69</b> | <b>\$</b> | <b>38,213.64</b> |
|----------------------------|-----------|------------------|-----------|-----------------|-----------|------------------|-----------|------------------|



**IRON MOUNTAIN®**  
The Leader in Records & Information Management

## RECORDS MANAGEMENT AND SERVICE AGREEMENT

|  |                       |                            |                                |       |         |
|--|-----------------------|----------------------------|--------------------------------|-------|---------|
| Customer<br><b>Detroit Police Department- Homicide Section</b> |                       |                            | Billing Address (If Different) |       |         |
| Street Address<br><b>1300 Beaubien</b>                         |                       |                            | Street or Box No.              |       |         |
| 5th Floor  |                       |                            |                                |       |         |
| City<br><b>Detroit</b>   | State<br><b>Mich.</b> | Zip + 4<br><b>48226</b>    | City                           | State | Zip + 4 |
| Primary Contact and Title<br><b>William Rice Inspector</b>     |                       |                            | Billing Contact                |       |         |
| Telephone<br><b>313-596-2288</b>                               |                       | Fax<br><b>313-596-5112</b> | Telephone                      |       | Fax     |
| <b>FOR IRON MOUNTAIN USE ONLY</b>                              |                       |                            |                                |       |         |
| Customer Number<br><b>Dm 237</b>                               |                       |                            | District Number                |       |         |
| Mailing Address of District                                    |                       |                            |                                |       |         |
|  |                       |                            |                                |       |         |

IRON MOUNTAIN (the "Company") hereby agrees to accept for storage and to service under its management system at IRON MOUNTAIN facilities such records material (deposits) as Customer requests. Customer agrees to pay the Company for storage and services according to the amounts and provisions specified in Schedule A (as amended from time to time); and Customer agrees that all services shall be provided subject to the terms and conditions below and on reverse hereof.

**VALUE OF DEPOSITS.** Customer declares, for the purpose of this Agreement, that the value of the deposits is \$1.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

**LIMITATION OF LIABILITY.** The Company's liability, if any, for loss of or damage to part or all of the deposits shall be limited to \$1.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item.

Customer Detroit Police Dept.  
Name William Rice  
Signature William Rice  
Title Inspector  
Date 11-29-00

**IRON MOUNTAIN RECORDS MANAGEMENT, INC.**

Name Mike Silva  
Signature [Signature]  
Title GENERAL MANAGER  
Date 12-04-00

CONTRACT EFFECTIVE DATE 11-29-00



WHITE - IRON MOUNTAIN CORPORATE CANARY - CUSTOMER PINK - IRON MOUNTAIN DISTRICT  
PRISM International Form  
IM-30 COPYRIGHT 2000 Iron Mountain Records Management, Inc. REV 01/00

Professional Records & Information Services Management  
Formerly ACRS

# IRON MOUNTAIN STANDARD TERMS AND CONDITIONS

(Based upon Terms and Conditions Approved and Promulgated by the Association of Commercial Records Centers, Inc. March 1986, predecessor of Professional Records and Information Services Management)

The following terms and conditions shall apply to this Agreement.

1. **Storage and Service Charges** - All charges for storage and service under this Agreement shall be as specified in Schedule A attached hereto. Charges for storage shall remain fixed for the Initial Term (as hereinafter defined) of this Agreement (excluding renewals) and charges for all other services may be changed at any time upon thirty (30) days' written notice, unless otherwise provided in Schedule A.
2. **Term** - The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on Schedule A. The Initial Term of this Agreement shall commence on the date as aforesaid and shall continue for one year thereafter. Unless otherwise provided in Schedule A, the term will continue with automatic renewals for additional successive one-year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty days prior to the expiration date. Terms and conditions will continue to apply after the expiration date until all stored materials are removed from Company's storage facility. During the term, Customer will store with the Company not less than 80 percent of the initial transfer balance of the stored materials, net of destructions undertaken in the normal course of business.
3. **Access; Procedures; Force Majeure; Confidentiality**
  - A. Deposited material and information contained in said material may be delivered pursuant to direction of Customer's agent(s) identified in the Company's standard authorization forms. Authority granted to any person on the Company's standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service for or removal of Customer's material, and to deliver and receive such material. Such orders may be given in person, by telephone (including fax), by electronic messaging or in writing.
  - B. Customer shall comply with the Company's reasonable operational requirements, as modified from time to time, regarding containers, delivery volumes, security, access and similar matters. Customer acknowledges that extraordinary volume or service requests, including permanent removals, may require the Company to incur additional costs, which Customer will pay at the Company's overtime rates, provided that the Company shall have advised the Customer in advance.
  - C. The Company shall not be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, unusual traffic delays or other causes beyond its control.
  - D. The Company may comply with any subpoena or similar order related to the stored materials, provided that the Company notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Company's reasonable charges for such compliance.
  - E. "Confidential Information" means any information (without regard to the medium on which such information may be recorded, whether written, visual, audio, graphic, computerized or otherwise) concerning or relating to the property, business and affairs of Customer. Unless such Confidential Information was previously known to the Company free of any obligation to keep it confidential, is subsequently made public by the Customer or by a third party having a legal right to make such disclosure, or was known to the Company prior to receipt of same from the Customer, it shall be held in confidence by the Company and shall be used only for the purposes provided for in this Agreement. The Company shall use the same degree of care to safeguard the Confidential Information of Customer as it utilizes to safeguard its own Confidential Information.
4. **Liability & Limitation of Damages** - The Company shall not be liable for any loss of or damage to stored material, however caused, unless such loss or damage resulted from the failure by the Company to exercise such care in regard thereto as a reasonably careful person would exercise under like circumstances; the Company is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of the Company's damage is limited as provided on the front page hereof. Deposited materials are not insured by the Company against loss or damage, however caused. Customer may insure deposits through third-party insurers for any amount, including amounts in excess of the limitation of liability. Customer shall cause its insurers of stored materials to waive any right of subrogation against the Company. In no event shall the Company be liable for any consequential or incidental damages.
5. **Notice of Claim and Filing of Suit**
  - A. Claims by Customer must be presented in writing to the Company within a reasonable time, and in no event longer than 60 days after delivery or return of the stored material in Customer or 60 days after Customer is notified by the Company that loss, damage or destruction to part or all of the stored material has occurred.
  - B. No action may be maintained by Customer or others against the Company for loss, damage or destruction of stored material, unless timely written claim has been given as provided in Paragraph (A) of this section, and unless such action is commenced either within nine months after (i) the date of delivery or return by the Company or (ii) the date Customer is notified that loss, damage or destruction to part or all of stored material has occurred.
  - C. When stored material has been lost, damaged or destroyed and has not been delivered or returned to Customer, notice thereof may be given by mailing a certified letter to Customer. In the event notice of loss, damage or destruction is given by certified letter, the time limitation for presentation of a claim and commencement of action or suit begins on the date of mailing of such notice by the Company.
6. **Payment** - Payment terms are net, thirty days. If Customer fails to pay the charges of the Company for a period of forty-five days after the date of the invoice, the Company may, after giving ten business days' notice by certified mail, at its option (a) redeliver the stored material to Customer at its address herein, or (b) refuse access to stored material. Customer shall be liable for the late charges at the rate of 15% per annum, compounded monthly, and all expenses incurred in collecting charges which are in arrears, including reasonable attorneys' fees. If a Customer is consistently delinquent (defined as being late in the payment of any 3 or more invoices in a 12-month period) and upon the expiration or termination of this Agreement, the Company may require payment by certified check prior to delivery of stored materials. The Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the deposits are stored, and the Company shall have such other rights and remedies as may be provided by law. If Customer is in arrears on fees for a period of six months or longer, the Company may destroy the deposited materials ten business days after written notice by certified mail addressed to Customer's most recent address in the Company's records. In the event the Company takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer. Nothing herein shall preclude the Company from pursuing other remedies authorized by statute or otherwise. All charges for services rendered or to be rendered and storage fees through permanent removal, including account closure fees, shall be paid by Customer prior to delivery of Customer's records at expiration of the term.
7. **Destruction of Data** - Customer releases the Company from all liability by reason of the destruction of stored material pursuant to Customer's written directions.
8. **Notices** - Any notice made pursuant to this Agreement may be given or made in writing at the addresses set out on the front side hereof until written notice of a change of address has been received. Notices to Company shall be sent to the attention of its General Manager.
9. **Ownership Warranty** - Customer warrants that it is the owner or legal custodian of the stored material and has full authority to store said material and direct its disposition in accordance with the terms of this Agreement.
10. **Indemnification** - Customer agrees to fully indemnify and hold harmless the Company and its employees and agents for any liability, cost or expense (including litigation expenses and reasonable attorneys' fees) arising out of (i) the Company's possession of Customer's stored materials, (ii) Customer's breach of any terms or provisions of this Agreement, or (iii) the Company's relations with Customer or third parties pursuant to this Agreement, unless caused solely by the negligence or willful misconduct of the Company.
11. **Restrictions on Stored Material; Customer Premises** - Customer shall not, at any time, store with the Company material considered to be highly flammable, explosive, toxic, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law, or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock, ticket stock or other items which have intrinsic market value. All Customer's premises where the Company's employees perform services or make deliveries hereunder shall be free of all hazardous substances and any other hazardous or dangerous conditions.
12. **Modification; Assignment** - This Agreement binds the heirs, executors, successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by Customer (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of Company, which shall not be unreasonably withheld or delayed.
13. **Definitions; Miscellaneous**
  - A. Reference to the Company shall mean Iron Mountain Records Management, Inc. or its affiliate identified on Schedule A.
  - B. Reference to "stored deposits" or "deposited material" shall include all documents, records or other material stored by the Company for Customer. All such deposited material delivered by Customer to the Company for storage during the term of this Agreement shall be subject to the terms and conditions hereof.
  - C. This Agreement, together with the attached Schedule A, represents the entire agreement between the Company and Customer and may not be amended or modified without an Amendment to this Agreement signed by both the Company and the Customer. Any alternative or additional terms and conditions proposed by the Customer not expressly set forth in an Amendment to this Agreement signed by the Company are hereby rejected by the Company.

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May 31, 2013

ATTN: FISCAL MANAGEMENT  
DETROIT POLICE-HOMICIDE  
13530 LESURE ST  
DETROIT, MI 48227-3176

Dear Iron Mountain Customer,

Thank you for continuing to trust Iron Mountain with your information management needs. Enclosed please find your new Iron Mountain Pricing Schedule (Schedule A) which provides updated rates for Records Management storage and services, effective July 1, 2013.

Another useful source of information is our Customer Information Center website at <http://cic.ironmountain.com/>. This site is designed to provide clarity around our services and the billing practices associated with those services. It contains storage and service descriptions, a glossary of terms, and billing protocols such as how we determine billable cubic footage of non-standard cartons, which may be greater than physical carton size. This site is frequently updated with additional information of interest to our customers, so please bookmark it for easy reference.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact us at 1-800-934-3453.

Regards,

Kyle Smith  
General Manager



## Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) provides information management services that help organizations lower the costs, risks and inefficiencies of managing their physical and digital data. The company's solutions enable customers to protect and better use their information — regardless of its format, location or lifecycle stage — so they can optimize their business and ensure proper recovery, compliance and discovery. Founded in 1951, Iron Mountain manages billions of information assets, including business records, electronic files, medical data, emails and more for organizations around the world. Visit [www.ironmountain.com](http://www.ironmountain.com) or follow the company on Twitter at [www.twitter.com/IronMountain](http://www.twitter.com/IronMountain) for more information.

### Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help companies reduce costs, risks and inefficiencies associated with managing their paper and digital data.

#### INFORMATION GOVERNANCE AND DISCOVERY



#### Information Governance and Discovery

- Records Management
- Secure Shredding
- Federal Records Storage
- Compliant Records Management
- Compliant Information Destruction
- Health Information Services
- Medical Image Archiving
- Film and Sound Archives
- Fulfillment Services
- Energy Data Services

#### DATA BACKUP AND RECOVERY



#### Data Backup and Recovery

- Offsite Tape Vaulting Services
- Online Vaulting Services, including:
  - Server Backup powered by Autonomy LiveVault
  - PC Backup powered by Autonomy Connected
- Data Restoration Services
- Consulting Services
- Value Added Services, including:
  - Disaster Recovery Testing
  - Library Moves
  - Media Destruction

#### Document Process Efficiencies

- Document Management Solutions
- Business Process Management



# Renewal Schedule A:

## PROGRAM PRICING SCHEDULE

### Records Management

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, LLC., (the "Company" or "Iron Mountain") and DETROIT POLICE-HOMICIDE, (the "Customer").

Please see our Customer Information Center at [cic.ironmountain.com](http://cic.ironmountain.com) for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

#### DETROIT POLICE-HOMICIDE

District Name/Number: Michigan / MI | DM237

Effective Date: July 1, 2013



## Pricing for Core Services

### STANDARD STORAGE AND SERVICES (see <http://clc.ironmountain.com/records/glossary> for service definitions)

| DESCRIPTION                                | EFFECTIVE PRICE | PER                                |
|--|-----------------|------------------------------------|
| ■ Carton Storage                           | \$0.324         | Cubic Foot                         |
| ■ Receiving and Entry - Carton             | \$2.06          | Cubic Foot                         |
| ■ Regular Retrieval - Carton               | \$2.67          | Cubic Foot                         |
| ■ Regular Retrieval - File from Carton     | \$3.58          | File                               |
| ■ Regular Refile - Carton                  | \$2.67          | Cubic Foot                         |
| ■ Regular Refile - File to Carton          | \$3.58          | File                               |
| ■ Archival Destruction - Carton            | \$3.21          | CF plus Regular Retrieval Charge   |
| ■ Permanent Withdrawal - Carton            | \$4.01          | CF plus Regular Retrieval Charge   |
| ■ Permanent Withdrawal - File from Carton  | \$1.93          | File plus Regular Retrieval Charge |
| ■ Open Shelf Storage                       | \$1.061         | Linear Foot                        |
| ■ Open Shelf Storage - X-Ray               | \$1.586         | Linear Foot                        |
| ■ Receiving and Entry - Open Shelf File    | \$6.56          | Linear Foot                        |
| ■ Regular Retrieval - File from Open Shelf | \$3.48          | File                               |
| ■ Regular Refile - File to Open Shelf      | \$3.48          | File                               |
| ■ Archival Destruction - Open Shelf        | \$3.21          | File plus Regular Retrieval Charge |
| ■ Permanent Withdrawal - Open Shelf        | \$3.21          | File plus Regular Retrieval Charge |
| ■ Next Day Delivery                        | \$25.36         | Visit plus Handling Charge         |
| ■ Regular Pickup                           | \$25.36         | Visit plus Handling Charge         |
| ■ Handling Charge                          | \$2.34          | Cubic Foot                         |

### PREMIUM STORAGE & SERVICES (see <http://clc.ironmountain.com/records/glossary> for service definitions)

| DESCRIPTION                                     | EFFECTIVE PRICE | PER                                |
|---|-----------------|------------------------------------|
| ■ Rush Retrieval - Carton                       | \$6.64          | Cubic Foot                         |
| ■ Rush Retrieval - File from Carton             | \$8.83          | File                               |
| ■ Regular Interfile - Carton                    | \$8.06          | Each                               |
| ■ Half Day Delivery                             | \$58.18         | Visit plus Handling Charge         |
| ■ Rush Delivery - Business Day                  | \$116.36        | Visit plus Handling Charge         |
| ■ Rush Delivery - Weekends/Holidays/After Hours | \$232.73        | Visit plus Handling Charge         |
| ■ Rush Pickup - Business Day                    | \$116.36        | Visit plus Handling Charge         |
| ■ Archival Destruction - File from Carton       | \$5.05          | File plus Regular Retrieval Charge |
| ■ Rush Retrieval - File from Open Shelf         | \$6.94          | File                               |
| ■ Regular Interfile - Open Shelf                | \$5.37          | Each                               |
| ■ Miscellaneous Services - Labor                | \$60.00         | Hour                               |
| ■ Re-Boxing Charge                              | \$5.46          | Labor plus New Carton Cost         |

*TBD: To be determined, call for quote*



## Custom Pricing

| CUSTOM STORAGE & SERVICES (see <a href="http://cic.ironmountain.com/records/glossary">http://cic.ironmountain.com/records/glossary</a> for service definitions) |                 |       |
|---|-----------------|-------|
| DESCRIPTION   | EFFECTIVE PRICE | PER   |
| ■ Individual Listing  | \$0.66          | File  |
| ■ Open Shelf Individual Listing   | \$0.66          | File  |
| ■ Storage Minimum   | \$157.34        | Month |
| ■ Minimum Service Order Charge  | \$15.15         | Order |

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at [cic.ironmountain.com/additionalservices](http://cic.ironmountain.com/additionalservices).

*TBD: To be determined, call for quote*

**DETROIT DEPT HEALTH & WELLNESS PRO  
03141.0DN445**

| Transaction<br>Date        | Number  | Class   | Original            | Interest Accrued   | Invoice Balance     | Total Balance Due   |
|----------------------------|---------|---------|---------------------|--------------------|---------------------|---------------------|
| 30-Nov-11                  | ELZ7178 | Invoice | \$ 599.30           | \$ 113.87          | \$ 599.30           | \$ 713.17           |
| 31-Dec-11                  | EPH2397 | Invoice | \$ 599.30           | \$ 107.87          | \$ 599.30           | \$ 707.17           |
| 31-Jan-12                  | EUN7920 | Invoice | \$ 600.42           | \$ 102.07          | \$ 600.42           | \$ 702.49           |
| 29-Feb-12                  | EXY1149 | Invoice | \$ 600.42           | \$ 96.07           | \$ 600.42           | \$ 696.49           |
| 31-Mar-12                  | FBF8111 | Invoice | \$ 600.42           | \$ 90.06           | \$ 600.42           | \$ 690.48           |
| 30-Apr-12                  | FEL2967 | Invoice | \$ 600.42           | \$ 84.06           | \$ 600.42           | \$ 684.48           |
| 31-May-12                  | FHD2001 | Invoice | \$ 600.41           | \$ 78.05           | \$ 600.41           | \$ 678.46           |
| 30-Jun-12                  | FMB0608 | Invoice | \$ 604.13           | \$ 72.50           | \$ 604.13           | \$ 676.63           |
| 31-Aug-12                  | FUG2624 | Invoice | \$ 604.13           | \$ 60.41           | \$ 604.13           | \$ 664.54           |
| 30-Sep-12                  | FXK5973 | Invoice | \$ 604.13           | \$ 54.37           | \$ 604.13           | \$ 658.50           |
| 31-Oct-12                  | GAA2858 | Invoice | \$ 604.13           | \$ 48.33           | \$ 604.13           | \$ 652.46           |
| 30-Nov-12                  | GDX2838 | Invoice | \$ 604.13           | \$ 42.29           | \$ 604.13           | \$ 646.42           |
| 31-Dec-12                  | GHP1443 | Invoice | \$ 604.13           | \$ 36.25           | \$ 604.13           | \$ 640.38           |
| 31-Jan-13                  | GMN7760 | Invoice | \$ 604.13           | \$ 30.21           | \$ 604.13           | \$ 634.34           |
| 28-Feb-13                  | GSF9722 | Invoice | \$ 604.13           | \$ 24.17           | \$ 604.13           | \$ 628.30           |
| 31-Mar-13                  | GUUV969 | Invoice | \$ 604.13           | \$ 18.12           | \$ 604.13           | \$ 622.25           |
| 30-Apr-13                  | GZU0289 | Invoice | \$ 604.13           | \$ 12.08           | \$ 604.13           | \$ 616.21           |
| 31-May-13                  | HDD1822 | Invoice | \$ 700.47           | \$ 7.00            | \$ 700.47           | \$ 707.47           |
| 30-Jun-13                  | HGL1986 | Invoice | \$ 721.36           | \$ -               | \$ 721.36           | \$ 721.36           |
| <b>TOTAL PRE-PETITION</b>  |         |         | <b>\$ 11,663.82</b> | <b>\$ 1,077.79</b> | <b>\$ 11,663.82</b> | <b>\$ 12,741.61</b> |
| 31-Jul-13                  | HLK8868 | Invoice | \$ 727.40           | \$ 123.66          | \$ 727.40           | \$ 851.06           |
| 31-Aug-13                  | HMU2584 | Invoice | \$ 733.59           | \$ 117.37          | \$ 733.59           | \$ 850.96           |
| 30-Sep-13                  | HTR4552 | Invoice | \$ 625.17           | \$ 93.78           | \$ 625.17           | \$ 718.95           |
| 31-Oct-13                  | HXL5948 | Invoice | \$ 631.36           | \$ 88.39           | \$ 631.36           | \$ 719.75           |
| 30-Nov-13                  | JAP6699 | Invoice | \$ 637.55           | \$ 82.88           | \$ 637.55           | \$ 720.43           |
| 31-Dec-13                  | JXA6408 | Invoice | \$ 643.74           | \$ 77.25           | \$ 643.74           | \$ 720.99           |
| 31-Jan-14                  | JZZ7745 | Invoice | \$ 649.93           | \$ 71.49           | \$ 649.93           | \$ 721.42           |
| 28-Feb-14                  | KCE4607 | Invoice | \$ 656.12           | \$ 65.61           | \$ 656.12           | \$ 721.73           |
| 31-Mar-14                  | KES1684 | Invoice | \$ 662.31           | \$ 59.61           | \$ 662.31           | \$ 721.92           |
| 30-Apr-14                  | KHU4611 | Invoice | \$ 668.50           | \$ 53.48           | \$ 668.50           | \$ 721.98           |
| 31-May-14                  | KKN2346 | Invoice | \$ 674.69           | \$ 47.23           | \$ 674.69           | \$ 721.92           |
| 30-Jun-14                  | KLY1072 | Invoice | \$ 688.30           | \$ 41.30           | \$ 688.30           | \$ 729.60           |
| 31-Jul-14                  | KNW9945 | Invoice | \$ 694.49           | \$ 34.72           | \$ 694.49           | \$ 729.21           |
| 31-Aug-14                  | KSL9877 | Invoice | \$ 700.75           | \$ 28.03           | \$ 700.75           | \$ 728.78           |
| 30-Sep-14                  | KUM8840 | Invoice | \$ 707.01           | \$ 21.21           | \$ 707.01           | \$ 728.22           |
| 31-Oct-14                  | KWS2950 | Invoice | \$ 713.27           | \$ 14.27           | \$ 713.27           | \$ 727.54           |
| 30-Nov-14                  | KYT6721 | Invoice | \$ 719.53           | \$ 7.20            | \$ 719.53           | \$ 726.73           |
| 31-Dec-14                  | LAT0463 | Invoice | \$ 725.79           | \$ -               | \$ 725.79           | \$ 725.79           |
| <b>TOTAL POST-PETITION</b> |         |         | <b>\$ 12,259.50</b> | <b>\$ 1,027.47</b> | <b>\$ 12,259.50</b> | <b>\$ 13,286.97</b> |

# IRON MOUNTAIN

## CUSTOMER AGREEMENT

**IRON MOUNTAIN INFORMATION MANAGEMENT, INC.**

**Address of Iron Mountain Branch/District Office:**

|  |             |
|--|-------------|
| <b>FOR IRON MOUNTAIN PURPOSES ONLY</b> |             |
| Account Number: <b>DIW445</b>          | NAICS Code: |
| Branch/District Cost Ctr. No.:         |             |

**Contract Effective Date:** July 21, 2009

|   |                  |                       |  |        |          |
|---|------------------|-----------------------|--|--------|----------|
| <b>CUSTOMER:</b> <b>Detroit Dept. Health &amp; Wellness Promotion WIC</b> |                  |                       | <b>BILLING ADDRESS (if different):</b> |        |          |
| Street Address: <b>1151 Taylor Street, Suite 201C</b>                     |                  |                       | Street or Box No.:                     |        |          |
| City: <b>Detroit</b>  | State: <b>MI</b> | Zip + 4: <b>48202</b> | City:                                  | State: | Zip + 4: |
| Primary Contact and Title: <b>Shari Smith</b>                             |                  |                       | Billing Contact:                       |        |          |
| Telephone: <b>(313) 876-0705</b><br>E-mail: <b>smitshs@detwmi.gov</b>     |                  | Fax:                  | Telephone:                             |        | Fax:     |
| E-mail:   |                  |                       | E-mail:                                |        |          |

Iron Mountain Information Management, Inc. ("Iron Mountain") will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Customer will pay Iron Mountain for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions, the Schedules and the Glossary of terms that can be found at <http://cic.ironmountain.com>.

**VALUE OF DEPOSITS.** Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

**LIMITATION OF LIABILITY.** Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits" or "Items") is limited to the value of such Deposit as described above, or as otherwise set forth herein. Iron Mountain reserves the right to replace media for which liability is so limited rather than pay the replacement cost. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth on the following pages.

|  |  |   |  |
|--|--|---|--|
| <b>CUSTOMER:</b><br><b>Detroit Dept. Health &amp; Wellness Promotion WIC</b> |  | <b>IRON MOUNTAIN</b>  |  |
| Individual Signing:<br>(print name) <b>SHARI Smith</b>                       |  | Individual Signing:<br>(print name) <b>Keith Michaelson</b> |  |
| Signature: <i>Shari Smith</i>  |  | Signature: <i>Keith Michaelson</i>                          |  |
| Title: <b>WIC MANAGER</b>  |  | Title: <b>Supervisor</b>                                    |  |
| Signing Date: <b>7/21/09</b>   |  | Signing Date: <b>7/21/09</b>                                |  |

In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may be of interest to customers and similar information, Iron Mountain will add Customer's representative to its informational mailing list, if an email address is provided above, to receive newsletters and communications through email or postal delivery. Customer may elect to unsubscribe any time after receiving the first newsletter or communication.

## BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement.

1. **Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement, unless otherwise set forth in a Schedule. Unless otherwise provided in a Schedule, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that Iron Mountain continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from Iron Mountain's facility, except that Iron Mountain may adjust rates upon thirty (30) days' written notice.
2. **Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Unless otherwise provided in a Schedule: (i) rates for storage shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time upon thirty (30) days' written notice, and (ii) rates for services may be adjusted by Iron Mountain at any time upon thirty (30) days' written notice. Transportation surcharges apply and change monthly without notice in accordance with the fuel surcharge policy, which may be found at <http://cic.ironmountain.com>.
3. **Principal Provider.** The charges for the services set forth in the Schedules are predicated upon the expectation that Customer will utilize Iron Mountain as its primary third-party provider of such services. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges to standard list rates and charges.
4. **Authorization; Customer Instructions.** Iron Mountain will perform services pursuant to direction of Customer's agent(s) identified pursuant to Iron Mountain's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service for, or disposal or removal of, Customer's Deposits. Such orders may be given in person, by telephone or in writing (fax, electronically or hard-copy).
5. **Operational Procedures.** Customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time to time, regarding containers, delivery/pickup volumes, preparation for pickup, security, access and similar matters. Customer acknowledges that volume requests that exceed one hundred twenty-five percent (125%) of normal volume may require Iron Mountain to incur additional costs, which Customer will pay at Iron Mountain's overtime rates, provided that Iron Mountain shall have advised Customer thereof in advance.
6. **Force Majeure.** In no event shall either party be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
7. **Governmental Orders.** Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's applicable charges set forth in a Schedule(s) for such compliance. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense. Customer acknowledges that its shipments may be subject to inspection while in transit by federal, state or local government entities ("Government Inspectors"), and Customer authorizes Iron Mountain to fully cooperate with such inspections. Iron Mountain shall bear no responsibility for loss or damage to Deposits, or containers housing Deposits, caused by Government Inspectors.
8. **Confidentiality.** "Confidential Information" means (i) any information concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (ii) this Agreement and its Schedules, except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. All Confidential Information shall be held in confidence by the receiving party and shall be used only in the manner contemplated by this Agreement. Iron Mountain shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. Iron Mountain shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
9. **Liability in Event of Loss of Deposits.** Iron Mountain shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless such loss or damage resulted from the failure by Iron Mountain to exercise such care as a reasonably careful person would exercise under like circumstances; Iron Mountain is not liable for loss or damage



which could not have been avoided by the exercise of such care. If liable, the amount of Iron Mountain's liability is limited as provided on the first page hereof. Deposits are not insured by Iron Mountain against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount, including amounts in excess of the agreed value set forth above. Customer shall cause its insurers of Deposits to waive any right of subrogation against Iron Mountain. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.

10. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, Iron Mountain shall not be liable for any loss or default unless such loss or default is due to the negligence of Iron Mountain. If liable, the amount of Iron Mountain's liability is limited as provided on the first page hereof.
11. **No Consequential Damages, etc.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.
12. **Destruction of Deposits.** Customer releases Iron Mountain from all liability by reason of the destruction of Deposits pursuant to Customer's written authorization. Unless Customer specifically identifies in writing that a Deposit does not contain consumer information (as defined in 16 CFR Section 682.1) or personal data, Deposits will be destroyed by shredding (except that media may be destroyed by pulverization or incineration). Services will be performed at the rates set forth in a Schedule.
13. **No Product Warranty.** Iron Mountain hereby assigns to Customer any manufacturers' warranties applicable to any products sold by Iron Mountain pursuant to this Agreement. Iron Mountain provides no warranties related to products sold. **WITH RESPECT TO PRODUCTS SOLD BY IRON MOUNTAIN TO CUSTOMER, IRON MOUNTAIN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
14. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, and in no event longer than ninety (90) days after delivery or return of the Deposits to Customer or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
15. **Filing of Actions.** No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written notice has been given as provided in Section 14, and unless such action is commenced within the earlier of one (1) year after: (i) the date of delivery or return of the Deposits, or (ii) the date Customer is notified of the loss, damage or destruction.
16. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a letter via U.S. mail to Customer, and the time limitation for presentation of a claim and commencement of action or suit begins on the date of Customer's receipt of such notice.
17. **Payment; Late Fees, etc.** Payment terms are net, thirty (30) days. Customer shall be liable for late charges at the rate equal to the lesser of one percent (1%) per month or the highest rate legally permitted in the state where Customer is located, calculated from the date payment was due until the date payment is made together with all expenses incurred in collection, including reasonable attorneys' fees and expenses. If Customer is consistently delinquent (defined as being late in the payment of any three (3) or more undisputed invoices in a 12-month period) and/or upon the expiration or termination of this Agreement, Iron Mountain may require payment by certified check prior to performance of services, including delivery of Deposits.
18. **Customer Default.** If Customer fails to pay Iron Mountain's charges (other than disputed charges) within forty-five (45) days after the date of an invoice, Iron Mountain may, at its option: (a) suspend service, or (b) terminate this Agreement. Upon termination for Customer's default, Iron Mountain may securely destroy Deposits upon ninety (90) days' notice to Customer; Customer shall pay Iron Mountain's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction of the Deposits. Iron Mountain shall have other rights and remedies as may be provided by law. In the event Iron Mountain takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
19. **Ownership Warranty.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of (i) Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Deposits, or (ii) any representation by Customer in this Agreement being untrue or incorrect.
20. **Restrictions on Material; Customer Premises.** Customer shall not store with Iron Mountain nor deliver for shredding any material that is highly flammable, explosive, hazardous, toxic, radioactive, medical waste, organic material that may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material that is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Customer

warrants that it shall only place paper-based materials in the shredding bins. Customer shall indemnify Iron Mountain for damage to equipment or injury to personnel resulting from Customer's breach of this warranty. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer's premises where Iron Mountain employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions.

21. **Software License.** If access to or use of Iron Mountain inventory management software and computer programs (the "Software") is provided hereunder in connection with the services, Iron Mountain hereby grants Customer a limited, nonexclusive license to use the Software solely in conjunction with records storage services provided by Iron Mountain during the term of this Agreement. Customer acknowledges that all Software and the inventory management system comprised of the Software belong to Iron Mountain. During the term of this Agreement, Iron Mountain shall have the exclusive right to use Deposit inventory information (including metadata) to provide records management services to Customer; upon expiration of this Agreement, Iron Mountain shall have the right to use such inventory information for administrative purposes. Iron Mountain's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.
22. **Purchase Orders.** In the event that Customer issues a purchase order to Iron Mountain covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
23. **Non-Custodial Status.** Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed a "custodian" of the records or "designee" of Customer with respect to such records, or have any other liability under state or federal law with respect to such records.
24. **ITAR/EAR Compliance.** Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledge that special storage and service rates shall apply thereto.
25. **Miscellaneous.** This Agreement binds the successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other party, which shall not be unreasonably withheld or delayed. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to Iron Mountain shall be sent to the attention of its General Manager at such address. Iron Mountain shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these printed Basic Terms and Conditions and the terms of a Schedule, the Schedule shall prevail as to the services covered thereby.



May 30, 2014

SHARI SMITH  
DETROIT DEPT HEALTH & WELLNESS PRO  
1151 TAYLOR ST.  
SUITE 208C  
DETROIT, MI 48202-1799

Dear Iron Mountain Customer,

Thank you for continuing to trust Iron Mountain with your information management needs. Enclosed please find your new Iron Mountain Pricing Schedule (Schedule A) which provides updated rates for Records Management storage and services, effective July 1, 2014.

Another useful source of information is our Customer Information Center website at <http://cic.ironmountain.com/>. This site is designed to provide clarity around our services and the billing practices associated with those services. It contains storage and service descriptions, a glossary of terms, and billing protocols such as how we determine billable cubic footage of non-standard cartons, which may be greater than physical carton size. This site is frequently updated with additional information of interest to our customers, so please bookmark it for easy reference.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact us at 1-800-934-3453.

Regards,

Kyle Smith  
District Manager



# Renewal Schedule A:

## PROGRAM PRICING SCHEDULE

### Records Management

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, LLC., (the "Company" or "Iron Mountain") and DETROIT DEPT HEALTH & WELLNESS PRO, (the "Customer").

Please see our Customer Information Center at [cic.ironmountain.com](http://cic.ironmountain.com) for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

#### DETROIT DEPT HEALTH & WELLNESS PRO

District Name/Number: Michigan / MI | DN445

Effective Date: July 1, 2014



## Custom Pricing

| CUSTOM STORAGE & SERVICES (see <a href="http://cic.ironmountain.com/records/glossary">http://cic.ironmountain.com/records/glossary</a> for service definitions) |                 |                                    |
|---|-----------------|------------------------------------|
| DESCRIPTION   | EFFECTIVE PRICE | PER                                |
| ■ Individual Listing  | \$0.66          | File                               |
| ■ Open Shelf Individual Listing   | \$0.66          | File                               |
| ■ Storage Minimum   | \$155.06        | Month                              |
| ■ Minimum Service Order Charge  | \$14.90         | Order                              |
| ■ Permanent Withdrawal - Carton   | \$6.32          | CF plus Regular Retrieval Charge   |
| ■ Permanent Withdrawal - File from Carton   | \$3.17          | File plus Regular Retrieval Charge |
| ■ Permanent Withdrawal - Open Shelf   | \$3.17          | File plus Regular Retrieval Charge |

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at [cic.ironmountain.com/additionalservices](http://cic.ironmountain.com/additionalservices).

*TBD: To be determined, call for quote*

**CITY OF DET-FINANCE DEPT/PURCHASING**  
**03141.0L177D**

| Transaction<br>Date | Number  | Class   |    | Original | Interest Accrued | Invoice Balance | Total Balance Due |
|---------------------|---------|---------|----|----------|------------------|-----------------|-------------------|
| 31-Aug-09           | ATN1126 | Invoice | \$ | 328.41   | \$ 117.60        | \$ 209.07       | \$ 326.67         |
| 30-Sep-09           | AWT2076 | Invoice | \$ | 236.29   | \$ 129.96        | \$ 236.29       | \$ 366.25         |
| 31-Oct-09           | AZZ0430 | Invoice | \$ | 236.29   | \$ 127.01        | \$ 236.29       | \$ 363.30         |
| 30-Nov-09           | BBN6507 | Invoice | \$ | 236.29   | \$ 124.05        | \$ 236.29       | \$ 360.34         |
| 31-Dec-09           | BFZ1964 | Invoice | \$ | 236.29   | \$ 121.10        | \$ 236.29       | \$ 357.39         |
| 31-Jan-10           | BAK1894 | Invoice | \$ | 236.29   | \$ 118.15        | \$ 236.29       | \$ 354.44         |
| 28-Feb-10           | BNE5003 | Invoice | \$ | 211.17   | \$ 102.95        | \$ 211.17       | \$ 314.12         |
| 31-Mar-10           | BSD5022 | Invoice | \$ | 211.17   | \$ 100.31        | \$ 211.17       | \$ 311.48         |
| 31-Mar-11           | DHS8507 | Invoice | \$ | 223.97   | \$ 60.47         | \$ 223.97       | \$ 284.44         |
| 30-Apr-11           | DMC5039 | Invoice | \$ | 223.97   | \$ 58.23         | \$ 223.97       | \$ 282.20         |
| 31-May-11           | DRJ0099 | Invoice | \$ | 223.97   | \$ 55.99         | \$ 223.97       | \$ 279.96         |
| 30-Jun-11           | DSW5196 | Invoice | \$ | 244.59   | \$ 58.70         | \$ 244.59       | \$ 303.29         |
| 31-Jul-11           | DXS6697 | Invoice | \$ | 269.71   | \$ 56.26         | \$ 244.59       | \$ 300.85         |
| 31-Aug-11           | EBJ8691 | Invoice | \$ | 269.71   | \$ 53.81         | \$ 244.59       | \$ 298.40         |
| 30-Sep-11           | EEB7731 | Invoice | \$ | 244.59   | \$ 51.36         | \$ 244.59       | \$ 295.95         |
| 31-Oct-11           | EGN6219 | Invoice | \$ | 244.59   | \$ 48.92         | \$ 244.59       | \$ 293.51         |
| 30-Nov-11           | EMA4148 | Invoice | \$ | 244.59   | \$ 46.47         | \$ 244.59       | \$ 291.06         |
| 31-Dec-11           | EPJ0975 | Invoice | \$ | 244.59   | \$ 44.03         | \$ 244.59       | \$ 288.62         |
| 31-Jan-12           | EUP6924 | Invoice | \$ | 244.59   | \$ 41.58         | \$ 244.59       | \$ 286.17         |
| 31-Mar-12           | FBG9645 | Invoice | \$ | 244.59   | \$ 36.69         | \$ 244.59       | \$ 281.28         |
| 30-Apr-12           | FEM4486 | Invoice | \$ | 244.59   | \$ 34.24         | \$ 244.59       | \$ 278.83         |
| 31-May-12           | FHE3639 | Invoice | \$ | 244.58   | \$ 31.80         | \$ 244.58       | \$ 276.38         |
| 30-Jun-12           | FMC5077 | Invoice | \$ | 271.61   | \$ 32.59         | \$ 271.61       | \$ 304.20         |
| 31-Jul-12           | FPJ7402 | Invoice | \$ | 271.61   | \$ 29.88         | \$ 271.61       | \$ 301.49         |
| 31-Aug-12           | FUH4405 | Invoice | \$ | 271.61   | \$ 27.16         | \$ 271.61       | \$ 298.77         |
| 30-Sep-12           | FXL7601 | Invoice | \$ | 271.61   | \$ 24.44         | \$ 271.61       | \$ 296.05         |
| 31-Oct-12           | GAB4635 | Invoice | \$ | 271.61   | \$ 21.73         | \$ 271.61       | \$ 293.34         |
| 30-Nov-12           | GDY4657 | Invoice | \$ | 271.61   | \$ 19.01         | \$ 271.61       | \$ 290.62         |
| 31-Dec-12           | GHR3165 | Invoice | \$ | 271.61   | \$ 16.30         | \$ 271.61       | \$ 287.91         |
| 31-Jan-13           | GMP9586 | Invoice | \$ | 271.61   | \$ 13.58         | \$ 271.61       | \$ 285.19         |
| 31-Jan-13           | GMP9587 | Invoice | \$ | 244.87   | \$ 12.24         | \$ 244.87       | \$ 257.11         |
| 28-Feb-13           | GSH1460 | Invoice | \$ | 271.61   | \$ 10.86         | \$ 271.61       | \$ 282.47         |
| 31-Mar-13           | GUW9569 | Invoice | \$ | 271.61   | \$ 8.15          | \$ 271.61       | \$ 279.76         |
| 30-Apr-13           | GZV1858 | Invoice | \$ | 271.61   | \$ 5.43          | \$ 271.61       | \$ 277.04         |
| 31-May-13           | HDE3407 | Invoice | \$ | 271.61   | \$ 2.72          | \$ 271.61       | \$ 274.33         |
| 30-Jun-13           | HGM3504 | Invoice | \$ | 297.90   | \$ -             | \$ 297.90       | \$ 297.90         |

**TOTAL PRE-PETITION                    \$       9,146.92    \$       1,843.76    \$       8,977.34    \$       10,821.10**

|           |         |         |    |        |          |           |           |
|-----------|---------|---------|----|--------|----------|-----------|-----------|
| 31-Oct-13 | HXM7457 | Invoice | \$ | 268.58 | \$ 37.60 | \$ 268.58 | \$ 306.18 |
| 31-Dec-13 | JXB7533 | Invoice | \$ | 268.58 | \$ 32.23 | \$ 268.58 | \$ 300.81 |
| 31-Jan-14 | KAA8425 | Invoice | \$ | 268.58 | \$ 29.54 | \$ 268.58 | \$ 298.12 |
| 28-Feb-14 | KCF5359 | Invoice | \$ | 268.58 | \$ 26.86 | \$ 268.58 | \$ 295.44 |
| 31-Mar-14 | KET2393 | Invoice | \$ | 268.58 | \$ 24.17 | \$ 268.58 | \$ 292.75 |
| 30-Apr-14 | KHV5201 | Invoice | \$ | 268.58 | \$ 21.49 | \$ 268.58 | \$ 290.07 |
| 31-May-14 | KKP2354 | Invoice | \$ | 268.58 | \$ 18.80 | \$ 268.58 | \$ 287.38 |
| 30-Jun-14 | KMC3335 | Invoice | \$ | 272.44 | \$ 16.35 | \$ 272.44 | \$ 288.79 |
| 31-Jul-14 | KPB3735 | Invoice | \$ | 272.44 | \$ 13.62 | \$ 272.44 | \$ 286.06 |
| 31-Aug-14 | KSV8564 | Invoice | \$ | 272.44 | \$ 10.90 | \$ 272.44 | \$ 283.34 |

|                            |         |         |           |                 |           |               |           |                 |           |                 |
|----------------------------|---------|---------|-----------|-----------------|-----------|---------------|-----------|-----------------|-----------|-----------------|
| 30-Sep-14                  | KUX0869 | Invoice | \$        | 272.44          | \$        | 8.17          | \$        | 272.44          | \$        | 280.61          |
| 31-Oct-14                  | KXA7458 | Invoice | \$        | 272.44          | \$        | 5.45          | \$        | 272.44          | \$        | 277.89          |
| 31-Oct-14                  | KXA7457 | Invoice | \$        | 302.19          | \$        | 6.04          | \$        | 302.19          | \$        | 308.23          |
| 30-Nov-14                  | KZC0041 | Invoice | \$        | 272.44          | \$        | 2.72          | \$        | 272.44          | \$        | 275.16          |
| 30-Nov-14                  | KZC0040 | Invoice | \$        | 302.19          | \$        | 3.02          | \$        | 302.19          | \$        | 305.21          |
| 31-Dec-14                  | LBC8309 | Invoice | \$        | 272.44          | \$        | -             | \$        | 272.44          | \$        | 272.44          |
| 31-Dec-14                  | LBC8308 | Invoice | \$        | 302.19          | \$        | -             | \$        | 302.19          | \$        | 302.19          |
| <b>TOTAL POST-PETITION</b> |         |         | <b>\$</b> | <b>4,693.71</b> | <b>\$</b> | <b>256.97</b> | <b>\$</b> | <b>4,693.71</b> | <b>\$</b> | <b>4,950.68</b> |



May 30, 2014

AUDREY P. JACKSON  
CITY OF DET-FINANCE DEPT/PURCHASING  
313 CITY COUNTY BUILDING  
DETROIT, MI 48226-3452

Dear Iron Mountain Customer,

Thank you for continuing to trust Iron Mountain with your information management needs. Enclosed please find your new Iron Mountain Pricing Schedule (Schedule A) which provides updated rates for Records Management storage and services, effective July 1, 2014.

Another useful source of information is our Customer Information Center website at <http://cic.ironmountain.com/>. This site is designed to provide clarity around our services and the billing practices associated with those services. It contains storage and service descriptions, a glossary of terms, and billing protocols such as how we determine billable cubic footage of non-standard cartons, which may be greater than physical carton size. This site is frequently updated with additional information of interest to our customers, so please bookmark it for easy reference.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact us at 1-800-934-3453.

Regards,

Kyle Smith  
District Manager





## Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) provides information management services that help organizations lower the costs, risks and inefficiencies of managing their physical and digital data. The company's solutions enable customers to protect and better use their information — regardless of its format, location or lifecycle stage — so they can optimize their business and ensure proper recovery, compliance and discovery. Founded in 1951, Iron Mountain manages billions of information assets, including business records, electronic files, medical data, emails and more for organizations around the world. Visit [www.ironmountain.com](http://www.ironmountain.com) or follow the company on Twitter at [www.twitter.com/IronMountain](http://www.twitter.com/IronMountain) for more information.

### Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help companies reduce costs, risks and inefficiencies associated with managing their paper and digital data.

#### INFORMATION GOVERNANCE AND DISCOVERY



#### Information Governance and Discovery

- Records Management
- Secure Shredding
- Federal Records Storage
- Compliant Records Management
- Compliant Information Destruction
- Health Information Services
- Medical Image Archiving
- Film and Sound Archives
- Fulfillment Services
- Energy Data Services

#### DATA BACKUP AND RECOVERY



#### Data Backup and Recovery

- Offsite Tape Vaulting Services
- Online Vaulting Services, including:
  - Server Backup powered by Autonomy LiveVault
  - PC Backup powered by Autonomy Connected
- Data Restoration Services
- Consulting Services
- Value Added Services, including:
  - Disaster Recovery Testing
  - Library Moves
  - Media Destruction

#### Document Process Efficiencies

- Document Management Solutions
- Business Process Management



# Renewal Schedule A:

## PROGRAM PRICING SCHEDULE

### Records Management

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, LLC., (the "Company" or "Iron Mountain") and CITY OF DET-FINANCE DEPT/PURCHASING, (the "Customer").

Please see our Customer Information Center at [cic.ironmountain.com](http://cic.ironmountain.com) for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

#### CITY OF DET-FINANCE DEPT/PURCHASING

District Name/Number: Michigan / MI | L177D

Effective Date: July 1, 2014



## Pricing for Core Services

| STANDARD STORAGE AND SERVICES (see <a href="http://cic.ironmountain.com/records/glossary">http://cic.ironmountain.com/records/glossary</a> for service definitions) |                 |                                    |
|---|-----------------|------------------------------------|
| DESCRIPTION   | EFFECTIVE PRICE | PER                                |
| ■ Carton Storage  | \$0.425         | Cubic Foot                         |
| ■ Receiving and Entry - Carton  | \$2.64          | Cubic Foot                         |
| ■ Regular Retrieval - Carton  | \$3.41          | Cubic Foot                         |
| ■ Regular Retrieval - File from Carton  | \$4.58          | File                               |
| ■ Regular Refile - Carton   | \$3.41          | Cubic Foot                         |
| ■ Regular Refile - File to Carton   | \$4.58          | File                               |
| ■ Archival Destruction - Carton   | \$4.13          | CF plus Regular Retrieval Charge   |
| ■ Open Shelf Storage  | \$1.103         | Linear Foot                        |
| ■ Open Shelf Storage - X-Ray  | \$1.649         | Linear Foot                        |
| ■ Receiving and Entry - Open Shelf File   | \$6.82          | Linear Foot                        |
| ■ Regular Retrieval - File from Open Shelf  | \$3.62          | File                               |
| ■ Regular Refile - File to Open Shelf   | \$3.62          | File                               |
| ■ Archival Destruction - Open Shelf   | \$3.34          | File plus Regular Retrieval Charge |
| ■ Next Day Delivery   | \$32.42         | Visit plus Handling Charge         |
| ■ Regular Pickup  | \$32.42         | Visit plus Handling Charge         |
| ■ Handling Charge   | \$3.00          | Cubic Foot                         |

| PREMIUM STORAGE & SERVICES (see <a href="http://cic.ironmountain.com/records/glossary">http://cic.ironmountain.com/records/glossary</a> for service definitions) |                 |                                    |
|--|-----------------|------------------------------------|
| DESCRIPTION  | EFFECTIVE PRICE | PER                                |
| ■ Rush Retrieval - Carton  | \$6.91          | Cubic Foot                         |
| ■ Rush Retrieval - File from Carton  | \$9.18          | File                               |
| ■ Regular Interfile - Carton   | \$8.38          | Each                               |
| ■ Half Day Delivery  | \$61.09         | Visit plus Handling Charge         |
| ■ Rush Delivery - Business Day   | \$121.01        | Visit plus Handling Charge         |
| ■ Rush Delivery - Weekends/Holidays/After Hours  | \$242.04        | Visit plus Handling Charge         |
| ■ Rush Pickup - Business Day   | \$121.01        | Visit plus Handling Charge         |
| ■ Archival Destruction - File from Carton  | \$5.25          | File plus Regular Retrieval Charge |
| ■ Rush Retrieval - File from Open Shelf  | \$7.22          | File                               |
| ■ Regular Interfile - Open Shelf   | \$5.58          | Each                               |
| ■ Miscellaneous Services - Labor   | \$62.40         | Hour                               |
| ■ Re-Boxing Charge   | \$5.75          | Labor plus New Carton Cost         |

*TBD: To be determined, call for quote*



## Custom Pricing

| CUSTOM STORAGE & SERVICES (see <a href="http://cic.ironmountain.com/records/glossary">http://cic.ironmountain.com/records/glossary</a> for service definitions) |                 |                                    |
|---|-----------------|------------------------------------|
| DESCRIPTION   | EFFECTIVE PRICE | PER                                |
| ■ Individual Listing  | \$0.69          | File                               |
| ■ Open Shelf Individual Listing   | \$0.69          | File                               |
| ■ Storage Minimum   | \$163.63        | Month                              |
| ■ Minimum Service Order Charge  | \$15.76         | Order                              |
| ■ Permanent Withdrawal - Carton   | \$5.16          | CF plus Regular Retrieval Charge   |
| ■ Permanent Withdrawal - File from Carton   | \$2.73          | File plus Regular Retrieval Charge |
| ■ Permanent Withdrawal - Open Shelf   | \$3.46          | File plus Regular Retrieval Charge |

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at [cic.ironmountain.com/additionalservices](http://cic.ironmountain.com/additionalservices).

*TBD: To be determined, call for quote*

**CITY OF DETROIT - DETROIT POLICE DP  
03141.0L287D**

| Transaction Date           | Number  | Class   | Original           | Interest Accrued | Invoice Balance    | Total Balance Due  |
|----------------------------|---------|---------|--------------------|------------------|--------------------|--------------------|
| 30-Sep-12                  | FXL7704 | Invoice | \$ 288.64          | \$ 25.98         | \$ 288.64          | \$ 314.62          |
| 31-Jan-13                  | GMP9686 | Invoice | \$ 351.20          | \$ 17.56         | \$ 351.20          | \$ 368.76          |
| 28-Feb-13                  | GSH1560 | Invoice | \$ 251.80          | \$ 9.66          | \$ 241.52          | \$ 251.18          |
| 31-Mar-13                  | GUV9669 | Invoice | \$ 398.42          | \$ 11.52         | \$ 383.90          | \$ 395.42          |
| 30-Apr-13                  | GZV1958 | Invoice | \$ 323.45          | \$ 6.47          | \$ 323.45          | \$ 329.92          |
| 31-May-13                  | HDE3507 | Invoice | \$ 260.84          | \$ 2.61          | \$ 260.84          | \$ 263.45          |
| 30-Jun-13                  | HGM3604 | Invoice | \$ 289.40          | \$ -             | \$ 289.40          | \$ 289.40          |
| <b>TOTAL PRE-PETITION</b>  |         |         | <b>\$ 2,163.75</b> | <b>\$ 73.79</b>  | <b>\$ 2,138.95</b> | <b>\$ 2,212.74</b> |
| 31-Jul-13                  | HLM0350 | Invoice | \$ 347.62          | \$ 59.10         | \$ 347.62          | \$ 406.72          |
| 31-Aug-13                  | HMV4165 | Invoice | \$ 284.28          | \$ 45.48         | \$ 284.28          | \$ 329.76          |
| 31-Oct-13                  | HXM7555 | Invoice | \$ 340.97          | \$ 10.47         | \$ 74.75           | \$ 85.22           |
| 31-Dec-13                  | JXB7596 | Invoice | \$ 281.07          | \$ 1.78          | \$ 14.85           | \$ 16.63           |
| 31-Jan-14                  | KAA8486 | Invoice | \$ 336.65          | \$ 7.75          | \$ 70.43           | \$ 78.18           |
| 28-Feb-14                  | KCF5397 | Invoice | \$ 287.73          | \$ 28.77         | \$ 287.73          | \$ 316.50          |
| 31-Mar-14                  | KET2431 | Invoice | \$ 291.71          | \$ 26.25         | \$ 291.71          | \$ 317.96          |
| 30-Apr-14                  | KHV5237 | Invoice | \$ 278.39          | \$ 0.97          | \$ 12.17           | \$ 13.14           |
| 31-May-14                  | KKP2390 | Invoice | \$ 334.16          | \$ 4.76          | \$ 67.94           | \$ 72.70           |
| 30-Jun-14                  | KMC4216 | Invoice | \$ 316.88          | \$ 1.13          | \$ 18.83           | \$ 19.96           |
| 31-Jul-14                  | KPB3965 | Invoice | \$ 302.38          | \$ 0.97          | \$ 19.48           | \$ 20.45           |
| 31-Aug-14                  | KSW2392 | Invoice | \$ 302.79          | \$ 12.11         | \$ 302.79          | \$ 314.90          |
| 30-Sep-14                  | KUX1230 | Invoice | \$ 302.60          | \$ 9.08          | \$ 302.60          | \$ 311.68          |
| 31-Oct-14                  | KXA7724 | Invoice | \$ 415.52          | \$ 8.31          | \$ 415.52          | \$ 423.83          |
| 30-Nov-14                  | KZC0397 | Invoice | \$ 306.14          | \$ 3.06          | \$ 306.14          | \$ 309.20          |
| 31-Dec-14                  | LBC8861 | Invoice | \$ 311.09          | \$ -             | \$ 311.09          | \$ 311.09          |
| <b>TOTAL POST-PETITION</b> |         |         | <b>\$ 5,039.98</b> | <b>\$ 220.00</b> | <b>\$ 3,127.93</b> | <b>\$ 3,347.93</b> |



# IRON MOUNTAIN

America's Largest Records Management Company

RECEIVED JUL 27 1999

DELIVERED AUG 06 1999

## RECORDS MANAGEMENT AND SERVICE AGREEMENT

|   |             |                       |                                |       |         |
|---|-------------|-----------------------|--------------------------------|-------|---------|
| Customer<br>Detroit Police Department Medical Section |             |                       | Billing Address (If Different) |       |         |
| Street Address<br>4201 St. Antoine 4G                 |             |                       | Street or Box No.              |       |         |
|   |             |                       |                                |       |         |
| City<br>Detroit                                       | State<br>MI | Zip + 4<br>48201      | City                           | State | Zip + 4 |
| Primary Contact and Title<br>Insp. William Wylie      |             |                       | Billing Contact                |       |         |
| Telephone<br>(313) 237-3100                           |             | Fax<br>(313) 237-3105 | Telephone                      |       | Fax     |
| Customer Number<br>1317 L287D                         |             |                       | Facility                       |       |         |

Iron Mountain (the "Company") hereby agrees to accept for storage and to service under its management system at Iron Mountain facilities such records material (deposits) as Customer requests. Customer agrees to pay the Company for storage and services according to the amounts and provisions specified in Schedule A (as amended from time to time); and Customer agrees that all services shall be provided subject to the terms and conditions below and on the reverse hereof.

**VALUE OF DEPOSITS.** Customer declares that the value of the deposits is \$1.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

**LIMITATION OF LIABILITY.** The Company's liability, if any, for loss of or damage to part or all of the deposits shall be limited to \$1.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item.

Customer Detroit Police Medical  
Name W. Wylie  
Signature [Signature]  
Title Inspector  
Date July 21, 1999

IRON MOUNTAIN  
Name Robert W. Eckert  
Signature [Signature]  
Title General Manager  
Date 8/6/99

CONTRACT EFFECTIVE DATE 7/21/99



# IRON MOUNTAIN STANDARD TERMS AND CONDITIONS

(Based upon Terms and Conditions Approved and Promulgated by the Association of Commercial Records Centers, Inc., March 1986)

The following terms and conditions shall apply to this Agreement.

1. **Storage and Service Charges**—All charges for storage and service under this Agreement shall be as specified in Schedule A, attached hereto. Such charges shall remain fixed for the term of this Agreement (excluding renewals) unless otherwise provided in Schedule A.

2. **Term**—The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on Schedule A. Unless otherwise provided in Schedule A, the term will continue for one year, with automatic renewals for additional successive one-year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty days prior to the expiration date. During the term Customer will store with the Company not less than 80% of the initial transfer balance of the stored materials, net of destructions undertaken in the normal course of business.

## 3 Access; Procedures; Force Majeure

A. Deposited material and information contained in said material may be delivered pursuant to direction of Customer's agent(s) identified in the company's standard authorization forms. Authority granted to any person on the Company's standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service for or removal of Customer's material, and to deliver and receive such material. Such orders may be given in person, by telephone or in writing.

B. Customer shall comply with the company's reasonable operational requirements, as modified from time to time, regarding containers, delivery volumes, security, access and similar matters. Customer acknowledges that extraordinary volume or service request including permanent removals, may require the Company to incur additional costs, which Customer will pay at the Company's overtime rates, provided that the Company shall have advised the Customer in advance.

C. The Company shall not be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, unusual traffic delays or other causes beyond its control.

D. The Company may comply with any subpoena or similar order related to the stored materials, provided that the Company notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Company's service charges for such compliance.

## 4 Liability & Limitation of Damages

A. The Company shall not be liable for any loss of or damage to stored material, however caused, unless such loss or damage resulted from the failure by the Company to exercise such care in regard thereto as a reasonably careful person would exercise under like circumstances; the Company is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable the amount of the Company's damages is limited, as provided on front page.

B. Deposited materials are not insured by the Company against loss or damage, however caused. Customer may insure deposits through third-party insurers for any amount, including amounts in excess of the limitation of liability. Customer shall cause its insurers of stored materials to waive any right of subrogation against the Company.

C. In no event shall the Company be liable for any consequential or incidental damages.

## 5 Notice of Claim and Filing of Suit

A. Claims by Customer must be presented in writing to the Company within a reasonable time, and in no event longer than 60 days after delivery or return of the stored material to Customer or 60 days after Customer is notified by the Company that loss, damage or destruction to part or all of the stored material has occurred, whichever time is shorter.

B. No action may be maintained by Customer or others against the Company for loss, damage or destruction of stored material, unless timely written claim has been given as provided in Paragraph (A) of this section, and unless such action is commenced either within nine months after (i) the date of delivery or return by the Company or (ii) the date Customer is notified that loss, damage or destruction to part or all of stored material has occurred, whichever time is shorter.

C. When stored material has been lost, damaged or destroyed and has not been delivered or returned to Customer, notice thereof may be given by mailing a certified letter to Customer. In the event notice of loss, damage or destruction is given by certified letter, the time limitation for presentation of a claim and commencement of action or suit begins on the date of mailing of such notice by the Company.

6. **Payment**—If Customer fails to pay the charges of the Company for a period of thirty days, the Company may, after giving ten days' notice by certified mail, at its option (a) redeliver the stored material to Customer at its address herein, or (b) refuse access to stored material. Customer shall be liable for the late charges at the rate of 15% per annum, compounded monthly, and all expenses incurred in collecting charges which are in arrears, including reasonable attorneys' fees. The Company may at any time require payment by certified check prior to delivery of stored materials. The Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the deposits are stored, and the Company shall have such other rights and remedies as may be provided by law. If Customer is in arrears on fees for a period of six months or longer, the Company may destroy the deposited materials ten days after written notice addressed to Customer's most recent address in the Company's records. In the event the Company takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer. Nothing herein shall preclude the Company from pursuing other remedies authorized by statute or otherwise.

7. **Destruction of Records**—Customer releases the Company from all Liability by reason of the destruction of stored material pursuant to Customer's direction.

8. **Notices**—Any notice made pursuant to this Agreement may be given or made in writing at the addresses set out on the front side hereof until written notice of a change of address has been received.

9. **Ownership Warranty**—Customer warrants that it is the owner or legal custodian of the stored material and has full authority to store said material and direct its disposition in accordance with the terms of this Agreement.

10. **Indemnification**—Customer agrees to fully indemnify and hold harmless the Company and its employees and agents for any liability, cost or expense (including litigation expenses and reasonable attorneys' fees) arising out of the Company's possession of Customer's stored materials. Customer's breach of any terms or provisions of this Agreement, or the Company's relations with Customer or third parties pursuant to this Agreement, unless caused solely by the negligence or willful misconduct of the Company.

11. **No Hazardous Substances or Conditions**—Customer shall not, at any time, store with the Company material considered to be highly flammable, explosive, toxic or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. All Customer's premises where the Company's employees perform services or make deliveries hereunder shall be free of all hazardous substances and any other hazardous or dangerous conditions.

12. **Modification; Assignment**—This Agreement binds the heirs, executors, successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by Customer (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other, which shall not be unreasonably withheld or delayed.

## 13. Definitions

A. Reference to the Company shall mean Iron Mountain Records Management, Inc. or Company identified on Schedule A.

B. Reference to "stored deposits" or "deposited material" shall include all documents, records or other material stored by the Company for Customer. All such deposited material delivered by Customer to the Company for storage during the term of this Agreement shall be subject to the terms and conditions hereof.



May 30, 2014

INSP. LINDA M. WHITE  
CITY OF DETROIT - DETROIT POLICE DP  
4201 ST. ANTOINE  
UNIVERSITY HEALTH CENTER / 4G  
DETROIT, MI 48201-2194

Dear Iron Mountain Customer,

Thank you for continuing to trust Iron Mountain with your information management needs. Enclosed please find your new Iron Mountain Pricing Schedule (Schedule A) which provides updated rates for Records Management storage and services, effective July 1, 2014.

Another useful source of information is our Customer Information Center website at <http://cic.ironmountain.com/>. This site is designed to provide clarity around our services and the billing practices associated with those services. It contains storage and service descriptions, a glossary of terms, and billing protocols such as how we determine billable cubic footage of non-standard cartons, which may be greater than physical carton size. This site is frequently updated with additional information of interest to our customers, so please bookmark it for easy reference.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact us at 1-800-934-3453.

Regards,

Kyle Smith  
District Manager





## Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) provides information management services that help organizations lower the costs, risks and inefficiencies of managing their physical and digital data. The company's solutions enable customers to protect and better use their information — regardless of its format, location or lifecycle stage — so they can optimize their business and ensure proper recovery, compliance and discovery. Founded in 1951, Iron Mountain manages billions of information assets, including business records, electronic files, medical data, emails and more for organizations around the world. Visit [www.ironmountain.com](http://www.ironmountain.com) or follow the company on Twitter at [www.twitter.com/IronMountain](http://www.twitter.com/IronMountain) for more information.

### Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help companies reduce costs, risks and inefficiencies associated with managing their paper and digital data.

#### INFORMATION GOVERNANCE AND DISCOVERY



#### Information Governance and Discovery

- Records Management
- Secure Shredding
- Federal Records Storage
- Compliant Records Management
- Compliant Information Destruction
- Health Information Services
- Medical Image Archiving
- Film and Sound Archives
- Fulfillment Services
- Energy Data Services

#### DATA BACKUP AND RECOVERY



#### Data Backup and Recovery

- Offsite Tape Vaulting Services
- Online Vaulting Services, including:
  - Server Backup powered by Autonomy LiveVault
  - PC Backup powered by Autonomy Connected
- Data Restoration Services
- Consulting Services
- Value Added Services, including:
  - Disaster Recovery Testing
  - Library Moves
  - Media Destruction

#### Document Process Efficiencies

- Document Management Solutions
- Business Process Management



# Renewal Schedule A:

## PROGRAM PRICING SCHEDULE

### Records Management

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, LLC., (the "Company" or "Iron Mountain") and CITY OF DETROIT - DETROIT POLICE DP, (the "Customer").

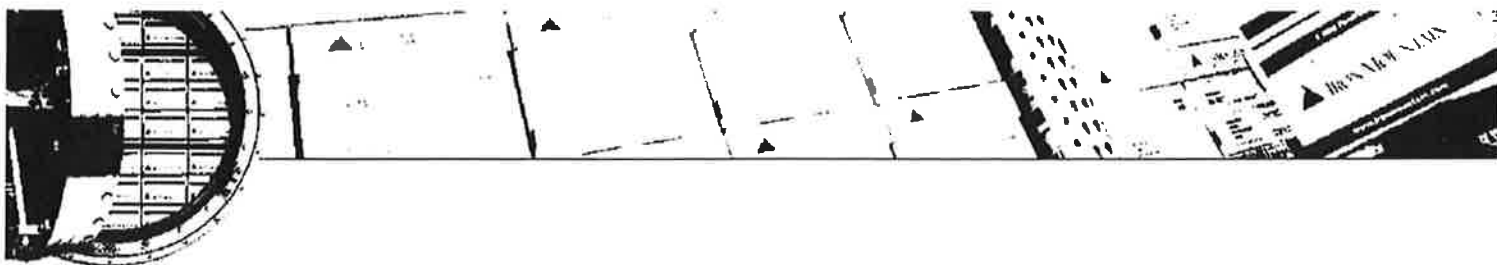
Please see our Customer Information Center at [cic.ironmountain.com](http://cic.ironmountain.com) for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

#### CITY OF DETROIT - DETROIT POLICE DP

District Name/Number: Michigan / MI | L287D

Effective Date: July 1, 2014



## Pricing for Core Services

| <b>STANDARD STORAGE AND SERVICES</b> (see <a href="http://cic.ironmountain.com/records/glossary">http://cic.ironmountain.com/records/glossary</a> for service definitions) |                 |                                    |
|--|-----------------|------------------------------------|
| DESCRIPTION  | EFFECTIVE PRICE | PER                                |
| ■ Carton Storage   | \$0.424         | Cubic Foot                         |
| ■ Receiving and Entry - Carton   | \$2.49          | Cubic Foot                         |
| ■ Regular Retrieval - Carton   | \$3.22          | Cubic Foot                         |
| ■ Regular Retrieval - File from Carton   | \$4.77          | File                               |
| ■ Regular Refile - Carton  | \$3.22          | Cubic Foot                         |
| ■ Regular Refile - File to Carton  | \$4.77          | File                               |
| ■ Archival Destruction - Carton  | \$3.90          | CF plus Regular Retrieval Charge   |
| ■ Open Shelf Storage   | \$1.103         | Linear Foot                        |
| ■ Open Shelf Storage - X-Ray   | \$1.649         | Linear Foot                        |
| ■ Receiving and Entry - Open Shelf File  | \$6.82          | Linear Foot                        |
| ■ Regular Retrieval - File from Open Shelf   | \$3.62          | File                               |
| ■ Regular Refile - File to Open Shelf  | \$3.62          | File                               |
| ■ Archival Destruction - Open Shelf  | \$3.34          | File plus Regular Retrieval Charge |
| ■ Next Day Delivery  | \$34.79         | Visit plus Handling Charge         |
| ■ Regular Pickup   | \$34.79         | Visit plus Handling Charge         |
| ■ Handling Charge  | \$3.20          | Cubic Foot                         |

| <b>PREMIUM STORAGE &amp; SERVICES</b> (see <a href="http://cic.ironmountain.com/records/glossary">http://cic.ironmountain.com/records/glossary</a> for service definitions) |                 |                                    |
|---|-----------------|------------------------------------|
| DESCRIPTION   | EFFECTIVE PRICE | PER                                |
| ■ Rush Retrieval - Carton   | \$6.91          | Cubic Foot                         |
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| ■ Rush Delivery - Business Day  | \$121.01        | Visit plus Handling Charge         |
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| ■ Rush Retrieval - File from Open Shelf   | \$7.22          | File                               |
| ■ Regular Interfile - Open Shelf  | \$5.58          | Each                               |
| ■ Miscellaneous Services - Labor  | \$62.40         | Hour                               |
| ■ Re-Boxing Charge  | \$5.75          | Labor plus New Carton Cost         |

*TBD: To be determined, call for quote*